

Amendment 405 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 405 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 21st day of NOVEMBER, 2017, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to uninstall Heartland SpiDr software from Washington State Ferries machines and middleware. This work is performed per *Change Request (CR-13512) WSF Uninstall Heartland SpiDr v3.0* as approved by Agencies on Friday, October 20, 2017.
- C. The Parties agree that the Work necessary to complete uninstall will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

Call Center Website and Business Account Website

- 1.1 Update Call Center Website so that no unmanaged errors are invoked if a payment is made using Call Center Website as a Washington State Ferries user.
- 1.2 Update Business Account Website so that no unmanaged errors are invoked if a payment is made using Business Account Website as a Washington State Ferries user or Washington State Ferries agreement user.

Software

- 1.3 SpiDr will be removed from any dependent packages.
- 1.4 SpiDr components will be removed from the active release area in Release Manager.
- 1.5 SpiDr components will be removed from middleware.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be completed no later than April 30, 2018.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 405

Uninstall Heartland SpiDr software from Washington State Ferries machines and middleware.	
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TOTAL	\$14,608
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Four Hundred and Five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: Regional CFO
Date: 11.20.17

The Agencies

By: 
Their: ONCIS Operations Manager
On behalf of the Agencies
Date: 11/27/17